

Bill To:

Send invoice to
requisitioning
agency

Statewide Blanket Purchase Order**SBPO1138**

DELIVER TO:

Various
State
Agencies

Quoted By: Matthew Rissell**Date:** Wed Jul 30, 2003**F.O.B:** Destination**Contract From****Date** Tue Jul 01, 2003**VENDOR:**

Verizon Wireless, a dba of
Cellco Partnership
Attn: Legal Dept, Bldg E
15505 Sand Canyon Avenue
Irvine, CA 92618

Contract To Wed Jun 30, 2004**Date:****RFQ#:** [RFQ03503](#)**DOC#:** PREQ6570**Contact:** [MARK LITTLE](#) 208 327 7359**File Attached:**

VerizonSBPO1138PA_Pt1.pdf



VerizonWSCAContract.pdf

Buyer: [GERRY L. SILVESTER](#) 208.327.7325**NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD**

Contract for Wireless Communications Services and Equipment for various state of Idaho agencies, institutions, departments, and public agencies. The requisitioning agency will issue individual releases (delivery or purchase orders) against this master contract on an as-needed basis.

**Blanket
Comments:**

Contract Title:.....Wireless Communications Services and Equipment
Delivery Zone/Area:.....Statewide
Contract Usage Type:..... Optional Use
Public Agency Clause:Yes
Contract Administration:....Gerry Silvester, 208-327-7325, gsilvest@adm.state.id.us
or Mark Little, 208-327-7359, mlittle@adm.state.id.us

Contractor's Primary Contact Cellco Partnership dba Verizon Wireless
---Attn:.....Shannon Champion, Legal Department, Bldg. E
---Address:.....15505 San Canyon Avenue
---City, State, Zip:.....Irvine, CA 92618
Phone Number:.....949-286-7003

CONTRACTOR: Ship to the FOB Destination point and bill directly to the ordering agency. Do not mail invoices to the Division of Purchasing. Notating the Contract Award Number on any invoices/statement will expedite payment.

**General
Comments:**

Order Placement Address:
---Company Name:..... Cellco Partnership dba Verizon Wireless
---Attn:.....Matthew Rissell
---Address:.....7155 W. Denton Street, Suite 115
---City, State, Zip:.....Boise, ID 83704
Phone Number:.....208-866-2000
Fax Number:.....208-377-3774
E-Mail:.....Matthew.Rissell@VerizonWireless.com

Special Order Information:...Contact Matthew Rissell for any ordering questions.

Contract Pricing: 14% Discount from pricing in attached New Mexico Master Price Agreement Number 11-00115 OR as amended from time to time and listed on Contractor's Pricing Overview document located on the web at <http://www.state.nm.us/spd/11115ProgramOverview.pdf>

Instructions:

**Freight / Handling
Included in Price**

By accepting this order, seller agrees to accept all standard terms and conditions and those appearing on or attached to this order.

PARTICIPATING ADDENDUM
State of Idaho Contract Number SBPO 1138

WESTERN STATES CONTRACTING ALLIANCE
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER PRICE AGREEMENT
New Mexico Price Agreement Number 11-00115

1. Scope: All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) are authorized to purchase products and services under the terms and conditions of the New Mexico price agreement. These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

2. Applicable Approved Purchasing Agreement: The following provisions supplement and/or add to the Master Price Agreement.

a. Parties to this Participating Addendum

The parties to this Participating Addendum (PA) are the Verizon Wireless entities denoted in the attached West Area Signature Page (Contractor), and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the paragraph titled "Scope" of this Participating Addendum (procuring agencies).

b. Idaho Administration Reporting and Fees:

The contractor agrees to provide electronic (Microsoft Excel or similar) quarterly price agreement utilization reports to the Idaho administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

The Contractor will submit reports according to the schedule set forth above to the Idaho Administrator (designated in Paragraph 4 herein). These reports shall show total Gross Revenue arising under this Addendum. For the purposes of this Addendum, Gross Revenue shall be defined as new equipment purchases (less returns and replacements), service revenue (monthly access, long distance, enhanced features, and airtime usage) but not roaming charges, taxes (state, local, or other), or early termination fees or associated fees included but not limited to federal and state Universal Service Fund charges and any other taxes for fees for which the State may claim an exemption. The report shall be accompanied with a check payable to the Treasurer, State of Idaho for an amount equal to 1.00% of the Gross Revenues for the quarterly period. The State understands and agrees that Contractor may raise the negotiated New Mexico Price Agreement prices by this amount. This report will be provided 30 calendar days from the close of the calendar quarter.

c. Applicable Law:

Notwithstanding Paragraph 5 (Order of Precedence) of New Mexico Price Agreement No. 11-00115 or Paragraph 31 (Governing Law), New Mexico Price Agreement No. 11-00115 is supplemented with the following, which shall apply to this PA.

The State of Idaho's PA and all purchase orders issued thereunder by procuring agencies shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this PA entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force.

d. Assignment:

Paragraph 39 (Assignment) of New Mexico Price Agreement No. 11-00115 is deleted in its entirety and replaced with the following:

ASSIGNMENTS: No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator, Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State. (Idaho Code Section 67-5726(1))

e. Applicable Access Fee Discount

The State of Idaho shall be eligible for the applicable monthly access fee discount in accordance with Contractor's WSCA Subscriber Line Attainment Tiers, less 1.00%.

3. Lease Agreements: A lease agreement has not been approved for use for procuring agencies within the State of Idaho.
4. Primary Contact: The primary contact and administrator of this agreement for the State of Idaho is as follows:

Mark Little, IT Purchasing Officer
Division of Purchasing
5569 Kendall Street (Zip 83706-1231)
P O Box 83720
Boise, ID 83720-0075
Ph: 208-327-7359

5. Price Agreement Number: All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following price agreement numbers:

11-00115 (New Mexico)
SBPO 1138 (Idaho)

6. Subcontractors: The following subcontractors are authorized to perform services.

("NONE")

This PA and the New Mexico Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PA and the New Mexico Price Agreement, together with its exhibits, shall not be added to or incorporated into this PA or the New Mexico Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the New Mexico Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS HEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Idaho

Contractor: Verizon Wireless Entities (see attached Signature Page)


Division of Purchasing

By: 

Name: Jan G. Cox

Title: Administrator

Date: 7/18/03

Approved As To Form
By: 
Shannon Champion
Assoc. Director-Contracts
Verizon Wireless

VERIZON WIRELESS SIGNATURE PAGE

(EXECUTING VERIZON WIRELESS ENTITIES ARE DENOTED BY CHECKED BOXES BELOW)

- ☐ **Boise City MSA Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner
- ☐ **California RSA No.4 Limited Partnership d/b/a Verizon Wireless**
By: Pinnacles Cellular, Inc., Its General Partner
- ☒ **Cellco Partnership d/b/a Verizon Wireless**
- ☐ **Cellular Inc. Network Corporation d/b/a Verizon Wireless**
- ☐ **Colorado RSA No. 3 Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner
- ☐ **Colorado 7 – Saguache Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent
- ☒ **CommNet Cellular License Holding LLC d/b/a Verizon Wireless**
By: Cellular Inc. Financial Corporation, Its Sole Member
- ☐ **Dallas MTA, LP d/b/a Verizon Wireless**
By: Verizon Wireless Texas, LLC, Its General Partner
- ☐ **Fresno MSA Limited Partnership d/b/a Verizon Wireless**
By: Cellco Partnership, Its General Partner
- ☐ **Gila River Cellular General Partnership d/b/a Verizon Wireless**
By: Cellco Partnership, Its General Partner
- ☐ **Gold Creek Cellular of Montana Limited Partnership d/b/a Verizon Wireless**
By: Cellular Inc. Network Corporation, Its General Partner
- ☐ **Grays Harbor-Mason Cellular Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner
- ☐ **GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless**
By: Cellco Partnership, Its General Partner
- ☐ **GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless**
By: Cellco Partnership, Its General Partner
- ☐ **GTE Mobilnet of the Southwest LLC d/b/a Verizon Wireless**
By: Cellco Partnership, Its Sole Member
- ☒ **Idaho RSA No. 1 Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner
- ☒ **Idaho RSA No. 2 Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner
- ☒ **Idaho RSA No. 3 Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner
- ☒ **Idaho 6-Clark Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent
- ☐ **Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless**
By: AirTouch Cellular, Its General Partner
- ☐ **Modoc RSA Limited Partnership d/b/a Verizon Wireless**
By: AirTouch Cellular, Its General Partner
- ☐ **New Mexico RSA 3 Limited Partnership d/b/a Verizon Wireless**
By: GTE Mobilnet of the Southwest LLC, Its General Partner
- By: Cellco Partnership, Its Sole Member
- ☐ **New Mexico RSA No.5 Limited Partnership d/b/a Verizon Wireless**
By: GTE Mobilnet of the Southwest LLC, Its General Partner
- By: Cellco Partnership, Its Sole Member

- ☐ **New Mexico RSA 6-1 Partnership d/b/a Verizon Wireless**
By: GTE Mobilnet of the Southwest LLC, Its General Partner
- By: Cellco Partnership, Its Sole Member
- ☐ **Northern New Mexico Limited Partnership d/b/a Verizon Wireless**
By: Cellular Inc. Network Corporation, Its General Partner
- ☐ **Olympia Cellular Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner
- ☐ **Oxnard/Ventura/Simi Limited Partnership d/b/a Verizon Wireless**
By: AirTouch Cellular, Its General Partner
- ☐ **Platte River Cellular of Colorado Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent
- ☐ **Pueblo Cellular, Inc. d/b/a Verizon Wireless**
- ☐ **Redding RSA Limited Partnership d/b/a Verizon Wireless**
By: Sacramento Valley Limited Partnership, Its General Partner
- By: AirTouch Cellular, Its General Partner
- ☐ **Sacramento Valley Limited Partnership d/b/a Verizon Wireless**
By: AirTouch Cellular, Its General Partner
- ☐ **Sangre De Cristo Cellular Inc. d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent
- ☐ **San Isabel Cellular of Colorado Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent
- ☐ **Seattle SMSA Limited Partnership d/b/a Verizon Wireless**
By: Cellco Partnership, Its General Partner
- ☐ **Smokey Hill Cellular of Colorado Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent
- ☐ **Southwestco Wireless LP d/b/a Verizon Wireless**
By: Southwestco Wireless Inc., Its Managing Partner
- ☐ **Spokane MSA Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner
- ☐ **The Great Salt Flats Partnership d/b/a Verizon Wireless**
By: AirTouch Utah LLC, Its General Partner
- By: Cellco Partnership, Its Sole Member
- ☐ **Utah RSA 6 Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent
- ☒ **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless**
- ☐ **Wasatch Utah RSA No. 2 Limited Partnership d/b/a Verizon Wireless**
By: AirTouch Utah, LLC, Its General Partner
- By: Cellco Partnership, Its Sole Member
- ☐ **Wyoming 1 – Park Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent

By: 

Name: Daniel J. Hess

Title: Area Vice President – Finance

Date: 6/24/03